



**Industrial  
Commercial  
Residential**

**Free Estimates!**



**Chad A. Eneix  
President  
2870 Terra Ct. #7  
Sun Prairie, WI 53590  
Office: 608.580.0506  
Cell: 608.290.9179  
chad@waterdragoncleaning.com**

### **Contract Cleaning Agreement**

Client: City of Wisconsin Dells  
300 LaCrosse St.  
Wisconsin Dells, WI 53965  
Attn: David Holzem

**2018 Proposal;** submitted 04/07/2018

Thank you for giving Water Dragon Mobile Pressure Washing the opportunity to provide you with a proposal for service.

Our service provides a clean, customer friendly atmosphere for our clients. We use, **high volume hot** water pressure washing to clean concrete in many commercial and high traffic areas for restaurants, retailers, and municipalities in Wisconsin. Our equipment and techniques, combined with our use of application specific bio-safe detergents have been perfected through over 15 years of experience in the commercial pressure washing industry.

#### **Proposal of services: 2018 Spring Season:**

##### ***Spring cleaning is a bulk package bid:***

- Pressure washing of sidewalks-gum removal and stain removal or fading.
- Areas to be cleaned include all city sidewalks on Broadway from the Bridge at Lacrosse St. to Church St. and includes sidewalks on adjacent streets one block North and South of Broadway.
- Pressure washing of 165+ benches and 60+ trash receptacles.
- Cleaning services will be performed prior to Memorial Day on 2-3 consecutive workdays.
- Work days are tentatively scheduled for starting late evening and continuing through early-to-mid-morning. Water Dragon will have 2 or 3 mobile washing units working in the streets to complete the initial Spring cleaning. All above-mentioned work will be postponed due to inclement weather and rescheduled as soon as possible to meet your Memorial Day deadline.
- Free use of city water most convenient to job location. Water usage will be estimated with # of 325 gallon tanks that we use or metered per water dept. request and reported to the water dept.
- Areas that cannot be cleaned due to ongoing or recent construction will be deducted by a percentage corresponding to linear feet of sidewalk cleaned

**Bulk Package Bid = \$11,190.00**

#### **Summer/Fall of 2018 spot or maintenance cleaning:**

***-As the City of Wisconsin Dells Purpose sheet requests:***

Water Dragon will provide spot HOT water pressure washing to various high traffic or dirty areas that need touch up cleaning through the summer. ( i.e. restaurants, candy stores and tavern

entrances.) Or curb paint removal as requested by customer.

-Complying with Wisconsin Dells proposed timetable and request for a workday rate; Water Dragon will provide a minimum of 2 workdays throughout the summer/Fall that maintenance/touch-up cleaning can be performed.

Workdays will consist of an 8-hour workday, 1 hour lunch plus drive time to Wisconsin Dells for 2-3 crewmembers. (1.5 hrs one way from Milton, WI to Wis. Dells.)

-Work day will consist of Water Dragon cleaning **any** concrete area, benches and or trash receptacles previously requested and scheduled by Wisconsin Dells. (Areas must pertain to attached map and not conflict with construction sites.)

-Water Dragon requires at least an 8-day notice prior to requested day of cleaning.

-Work will be performed at lowest traffic hours. Work will be performed during nighttime hours starting around midnight and ending no later than 9 a.m.

-NOTE; Curb and gutter paint removal may be substituted for any one maintenance cleaning, if paint removal chemicals are required, additional charges will apply at Water Dragons' cost.

**Workday hourly price for 2 men and 1-2 vehicles = \$166.00 per hour.** *Water Dragon believes you will be pleasantly surprised at how many store fronts, benches and trash receptacles can be washed during an 8 hour period with low traffic night time hours.*

**Water Dragon Inc. is not liable or responsible for:**

-Water run off or direction of water run off.

-Copious amounts of pooling water.

-Water spotted windows on cars or storefronts.

-Drift of water mist in the air due to wind speed or direction.

-All reasonable attempts will be made within the scope of time and financial feasibility to prevent any of the above listed complications or liabilities.

To maintain the clean and customer-friendly atmosphere vital to your community's prosperity, Water Dragon suggests a regularly scheduled cleaning regimen for this area. I am certain that you will find that the services offered by Water Dragon are worthy of a contracted cleaning agreement. I look forward to hearing from you soon.

**Water Dragon Mobile Pressure Washing Inc.**  
**Terms and Conditions of Contract**

If Water Dragon Inc. is awarded the project preceding this page, Water Dragon shall be provided reasonable time to complete the job as bid. Water Dragon Inc. shall not be responsible for delays or defaults by any causes of any type or extent beyond its reasonable control, including, but not limited to delays caused by owner, architect, engineers, general contractors, and/or sub contractor, fires, floods, accidents, acts of God or acts of governmental authorities.

Water Dragon Inc. shall be provided with any and all pertinent information changes not included in the original contract in written or email form in sufficient time to permit timely job completion.

All terms and conditions of this offer shall be included in a signed proposal between Water Dragon Inc. and the owner or his/her representative or designee. The signing of this proposal is considered a contract for service and all of its terms.

Water Dragon Inc. shall be entitled to equitable adjustments to the proposal amount for additional costs incurred due to project delays or acceleration beyond its reasonable control.

All claims, disputes and matters in question arising out of, or relating to, this proposal or the breach thereof, shall be decided by arbitration in the Rock, WI County Court System unless the parties mutually agree otherwise. Water Dragon Inc. is entitled to reimbursement from the customer or representing signing party for all associated court costs and attorney fees. Continuation of work during the arbitration will be mutually agreed upon in writing between Water Dragon Inc. and the customer.

Normal terms of payment are net 30 days net pay unless noted different on the invoice. If any other terms or retainage is required, terms must be agreed upon between Water Dragon Inc. and the customer prior to beginning the project. Any invoice that exceeds the agreed upon terms, will be subject to a 1 ½% monthly finance charge on the amount due.

**Water Dragon Inc.**

Customer \_\_\_\_\_

By: \_\_\_\_\_

Chad A. Eneix                      Date

President

Company/Title \_\_\_\_\_

Proposal \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date\

**Contract Cleaning Agreement between Water Dragon and City of  
Wisconsin Dells.**

The signing and return of this document is considered a contract for service. The signing party acknowledges all terms and conditions outlined in the previous pages of this document.

The signing party attests that he/she is authorized to enter into a legally binding contract for service.

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

Water Dragon Inc.

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**Water Dragon Mobile Pressure Washing  
Proposal/Contract Agreement**

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300 LaCrosse St.  
Wisconsin Dells, WI 53965  
Attention: David Holzem

**Proposal: 2018**

**Sealing of Stamped and Colored Concrete, Downtown Wisconsin Dells Streets**

**Location:**

Downtown Wisconsin Dells, Wi

**Scope of the Work:**

- Sealing of stamped and colored concrete areas on downtown sidewalks.
- Sealer is a waterproof, breathable moisture barrier with a gloss finish designed specifically to enhance the color and character of stamped and colored concrete.
- Areas to be sealed include all stamped and colored concrete trim on Broadway from Church St. to LaCrosse St. and 1 block adjacent to Broadway.
- Sealing needs to be performed immediately after pressure washing to avoid sealing gum, dirt, and debris into concrete
- Price reflects work to be done consecutively after spring cleaning
- Application of approximately 135 gallons of sealer

**Additional Terms**

- Work will be performed on 2 consecutive nights. One entire side of Broadway and its approach streets will be sealed the first day, and the other side will be sealed the second day
- Water Dragon will provide caution tape and cones, customer must close all areas to be sealed to parking.
- Water Dragon will assist in opening parking in sealed areas as soon as sealer is dry

**Terms of the Agreement:**

**Sealer Application= \$12906.00**

**Water Dragon Mobile Pressure Washing Inc.**  
**Terms and Conditions of Contract**

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**Water Dragon Inc.**

Customer \_\_\_\_\_

By: \_\_\_\_\_

Company/Title \_\_\_\_\_

Chad A. Eneix                      Date  
President

\_\_\_\_\_  
Signature                                      Date

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The signing and return of this document is considered a contract for service. The signing party acknowledges all terms and conditions outlined in the previous pages of this document.

The signing party attests that he/she is authorized to enter into a legally binding contract for service.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_  
Water Dragon  
Mobile Pressure Washing Inc.



# SHOW STRIPING INDUSTRIES

"BECAUSE FIRST IMPRESSIONS COUNT"™

1217 CLARA AVENUE SUITE C, WISCONSIN DELLS, WI 53965,  
T: 608-253-0999, F: 608-253-0998, W: www.showstripinggov.com

**Date 03-16-18**

**Proposal Number: 18-5018wd**

**Location Name: City of Wisconsin Dells Complete Restripe**

**Location Address: 300 LaCrosse Street Wisconsin Dells, WI 53965**

**City of Wisconsin Dells 2018**

**Scope of Project: Re-stripe the entire City of Wisconsin Dells, WI  
Project Total \$13,970.00**

This Proposal will include the following:

- All parking lot & city re-striping not excluded below
- Beaded double yellow stripe to Chula
- Green/white bike lanes with glass beads
- Oak Street Flex parking
- All 2 color Handicap Stencils
- Emergency Vehicles Only Stencils
- Pioneer Curb
- Finnegan
- Upper River Road curbs, crosswalks, and arrows at Chula

This Proposal does not include following:

- Double yellow on Waubeek Road to Blighton Street
- Oak Street- Broadway to Minnesota
- Eddy Street- (new construction)

The cost listed above is an estimate based upon what is visible in the existing lot. The final count & price may vary slightly based on actual items painted. The above prices, specifications and conditions are satisfactory and are hereby accepted. Show Striping, is authorized to do the work specified. Payments will be made as outlined above. *This Proposal is also subject to the Terms & Conditions on the reverse side hereof.* Owner acknowledges receipt of a copy of this contract and Contractor's Warranty. All material is guaranteed to be as specified and the above work to be performed in accordance with standard practices. Agreements contingent upon weather conditions, traffic patterns, delays, and/or family emergencies beyond control. Work to be completed at a mutually acceptable time to avoid interfering with property owner's business. Unless otherwise specified by client, only high grade DOT approved long wear fast dry latex waterborne traffic paint is used. Show Striping carries over 5,000,000 public liability insurance. Property Owner is not responsible for any job related accident. On all jobs over \$1,000.00, 50% must be paid upon signature of the contract, and the remaining amount must be made in full completion of job unless otherwise specified and agreed upon by both Show Striping and the owner. On all jobs under \$1,000.00, 25% must be paid upon signature of the contract, and the remaining amount must be made in full completion of job unless otherwise specified and agreed upon by both Show Striping and the Owner.

**Acceptance- I hereby accept the above estimate, conditions and payment structure and authorize Show Striping Industries to begin with work specified.**

X \_\_\_\_\_ DATE \_\_\_\_\_  
CLIENT REPRESENTATIVE

X  DATE 3/16/18  
SHOW STRIPING REPRESENTATIVE

**THANK YOU FOR THE OPPORTUNITY TO SERVE!**

## TERMS AND CONDITIONS (BUSINESS)

Upon Owner's written acceptance of this proposal, the Owner accepts the project specifications and materials set forth herein. No other terms and conditions, or amendment to these terms and conditions, shall be enforceable unless set forth in writing and signed by all parties. Any refusal by the Owner to proceed with the project after acceptance of the proposal shall be deemed a material breach of this contract and Owner agrees that his or her deposit that is stated is non refundable and that they have no legal standing to recover that deposit amount. If the material cost is more than the deposit is worth and the owner decides to cancel or terminate the project after signing the acceptance proposal, the owner agrees that by signing this agreement that they will pay above the deposit amount if necessary to cover all materials and rentals. The recovery of damages above the deposit amount incurred by Show Striping, ("SS ") and/or its subcontractors for all lost profit and costs, including all planning, design, preparation and materials identifiable to the contract will be paid by the owner if he or she cancels after signing the proposal therefore accepting it. All permits are the Owner's responsibility prior to the commencement of the project unless SS has specified otherwise in writing. If SS is unable to start or complete the proposed project due to obstructions (ie. vehicles) or other actions of the Owner, the Owner shall be responsible for all costs associated with removing the obstruction or correcting the cause, plus 30% to cover SS overhead and profit. All material will be as specified. All work will be performed in a workmanlike manner in accordance with industry standards. SS does not guarantee the project from cracking, whether original installation or resurfacing, and Owner understands that cracking is likely to occur. SS is not responsible for filling cracks in existing deteriorated (alligatored) areas unless otherwise specified in writing. SS shall not be responsible to Owner for any damages of any nature

for Owner specified grades of less than 1% or Owner's failure to backfill edges of paved areas. All labor performed and material provided is conclusively accepted as satisfactory unless SS is notified otherwise in writing within 5 days after the project is completed.

In the event underlying concrete, wood, other materials or unusual subsoil conditions are discovered during excavation on the job, Owner recognizes that this will result in an additional charge. Any additional material or labor required to complete any portion of the proposed project outside the scope of the specifications through no fault of SS shall result in an additional charge and SS may, at its option, cease performing work at the project until the Owner shall agree to the changes and charges in writing. SS shall not be responsible for any delays in completion of the project as a result of additional work or the Owner withholding approval of additional work.

### EXCLUSION OF CONSEQUENTIAL DAMAGES AND DISCLAIMER OF OTHER LIABILITY.

**SS's liability with respect to any breach of this Contract or any breach of any warranty that would be found to exist shall not exceed the contract price. SS SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SS, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL AND/OR CONTINGENT DAMAGES WHATSOEVER. OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS SS FROM ANY AND ALL CLAIMS, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE ARISING FROM INJURIES TO THIRD PARTIES AT THE JOB SITE OR THE INTERRUPTION OR DESTRUCTION OF OWNER/PRIVATE UNDERGROUND CABLE, PIPES OR INSTALLATIONS. COMPLETION, DELAY AND CLAIMS. SS shall not be liable for any damage as a result of any delay due to any cause beyond SS'S complete control, including but not limited to any act of God, act of Owner, embargo or other governmental act, regulation or request, fire, accident, strike, slow-down, war, riot, delay in transportation, delayed delivery by suppliers or Owner's or SS's inability to obtain the necessary permits or licenses or comply with any other governmental regulations concerning the installation or performance. In the event of any such delay, the date of completion shall be executed for a period equal to the time lost by reason of the delay. Claims by Owner against SS must be made in writing to SS within three (3) days of knowledge of the alleged claim and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Owner.**

### PRICE AND PAYMENT.

**The prices in this proposal are SS's prices for the goods and/or services with the Exclusion of Consequential Damages and Disclaimer of Other Liabilities, set forth above, including the disclaimer of strict liability and other tort liability, enforceable against the Owner. If Owner desires for SS to provide a greater or additional warranty and/or to be liable for some or all of the matters disclaimed herein, then the Owner must notify SS in writing and a new contract will be prepared which excludes this language, but which reflects higher sales prices reasonably compensating SS for assuming that additional exposure. In the absence of such a notification, by signing this proposal Owner is accepting such limitations and disclaimers in exchange for the lower prices set forth herein. Owner agrees to pay all costs of collection, including reasonable attorney fees. ALL INVOICES ARE DUE 10 DAYS AFTER THE DATE ON THE INVOICE. Show Striping reserves the right to charge the respectful client if ANY payment is not made when due an accrued compound interest at the rate of 3 ½% per month & \$100.00 penalty fee after ten months with no payment, and \$200.00 penalty fee every year past the first ten months until debt is paid.**

### WARRANTY & SEVERABILITY.

**Owner agrees that this proposal is subject to SS's standard one (1) year limited warranty, a copy of which Owner acknowledges receiving with this proposal. In the event any payment is not made when due, any warranty of SS shall be void. If any of these Terms and Conditions shall be deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any legal and enforceable provisions hereof which shall be construed as if such illegal and unenforceable provision or provisions had not been inserted herein, unless such illegality or unenforceability shall destroy the underlying business purpose.**

### **TERMS AND CONDITIONS**

**NOTICE OF LIEN RIGHTS: "AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, YOU ARE HEREBY NOTIFIED THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON YOUR PROPERTY MAY HAVE LIEN RIGHTS ON YOUR LAND AND BUILDING(S) IF THEY ARE NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED PRIME CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH YOU OR THOSE WHO GIVE YOU IDENTIFICATION NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION. YOU PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION. YOU SHOULD GIVE A COPY OF EACH NOTICE YOU RECEIVE TO YOUR MORTGAGE LENDER, IF ANY. THE UNDERSIGNED PRIME CONTRACTOR AGREES TO COOPERATE WITH YOU AND YOUR LENDER, IF ANY, TO SEE THAT ALL POTENTIAL CLAIMANTS ARE DULY PAID**